

# Unofficial Document

6

## SCOTTSDALE ADOBE RANCH TOWNHOMES COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on this 12<sup>TH</sup> day of January, 1987, by GILLANDERS AND STARK DEVELOPMENT COMPANY, INC., an Arizona corporation (hereinafter referred to as "Declarant").

### W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in the County of Maricopa, State of Arizona, which is more particularly described as:

#### PARCEL 14B

A portion of the West half of the Southeast quarter of Section 22, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, more particularly described as follows:

Commencing at the South quarter corner of said Section 22; thence North  $00^{\circ}03'27''$  East along the North-South midsection line of said Section 22, a distance of 915.44 feet to a point on the centerline of Saguaro Drive as recorded in Book 298, Page 38, M.C.R.; thence North  $66^{\circ}07'50''$  East along said centerline a distance of 23.48 feet to a point of curvature concave Southerly whose radius bears South  $23^{\circ}52'10''$  East a distance of 400.00 feet; thence Easterly along the arc of said curve through a central angle of  $48^{\circ}27'20''$  a distance of 338.28 feet; thence South  $65^{\circ}24'50''$  East a distance of 509.59 feet; thence North  $24^{\circ}35'10''$  East a distance of 30.00 feet to a point on the North right-of-way line of Saguaro Drive and the true point of beginning; thence North  $13^{\circ}29'58''$  East a distance of 652.85 feet to a point on the Southerly right-of-way line of the C.A.P. Canal; thence south  $51^{\circ}17'02''$  East along said Southerly right-of-way, a distance of 440.16 feet to a point on the East line of the West half of the Southeast quarter of Section 22; thence South  $00^{\circ}02'53''$  West along said East line a

87 021853

distance of 411.82 feet; thence North  $89^{\circ}51'39''$  West a distance of 259.72 feet to a point of curvature concave northerly whose radius bears North  $00^{\circ}08'21''$  East a distance of 570.00 feet; thence Westerly along the arc of said curve through a central angel of  $24^{\circ}26'49''$  East a distance of 243.21 feet to the true point of beginning.

Containing 5.527 acres net.

PARCEL 15

A portion of the West half of the Southeast quarter of Section 22, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, more particularly described as follows:

Commencing at the South quarter corner of said Section 22; thence North  $00^{\circ}03'27''$  East along the North-South midsection line of said Section 22, a distance of 64.94 feet; thence South  $89^{\circ}56'33''$  East a distance of 30.00 feet to a point 65.00 feet North of the South line of the Southeast quarter of said Section 22 also being the monument line of Shea Boulevard; thence South  $89^{\circ}49'11''$  East on the North right-of-way line of Shea Boulevard, 65.00 feet Unofficial Document of and parallel with the South line of the Southeast quarter, a distance of 713.00 feet to the true point of beginning; thence North  $00^{\circ}10'55''$  East a distance of 440.00 feet; thence North  $17^{\circ}31'21''$  East a distance of 189.73 feet to a point on the south right-of-way line of Saguaro Drive as recorded in Book 298, Page 38 also being a point of curvature concave Northerly whose radius bears North  $24^{\circ}35'10''$  East a distance of 630.00 feet; thence Easterly along the arc of said curve through a central angel of  $24^{\circ}26'49''$  a distance of 268.81 feet; thence South  $89^{\circ}51'39''$  East a distance of 229.82 feet; thence south  $00^{\circ}02'53''$  West along a line 30.00 feet West of and parallel to the East line of the West half of the Southeast quarter, a distance of 564.98 feet; thence North  $89^{\circ}49'11''$  West along a line parallel with and 65.00 feet North of the South line of the Southeast quarter of said Section 22, a distance of 548.46 feet to the true point of beginning.

Containing 7.169 acres net.

87 021853

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

#### ARTICLE I

##### DEFINITIONS

Section 1. "Association" shall mean and refer to Scottsdale Adobe Ranch Townhomes Homeowners Association, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

Tracts A, B, C and D of SCOTTSDALE ADOBE RANCH TOWNHOMES, a subdivision located in the Southeast quarter of Section 22, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and recorded as Document # BOOK 306, MAP 45, Maricopa County Recorder.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Gillanders and Stark Development Company, Inc., an Arizona corporation, and its successors and assigns if such successors or assigns should acquire more than one (1)

87 021853

undeveloped Lot from the Declarant for the purposes of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

B. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

E. The right of the Association to establish uniform rules and regulations pertaining to the use of the Common Area and the recreational facilities thereon.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

Section 3. Maintenance and Repair of Buildings. No building, residence, improvement or structure upon any Lot nor the landscaping on any Lot, shall be permitted to fall into disrepair, and it shall be the Owner's responsibility at Owner's sole cost and expense to maintain the Lot (except that portion of those Lots subject to an exclusive easement in favor of the Association as set forth in ARTICLE XII of these Covenants, Conditions and Restrictions) in a neat and clean manner free of trash and other unsightly objects and to ensure that each building and Association or any Owner or group of Owners, shall have the right, but not the obligation to enter upon such Owner's Lot

87 021853

to perform all such maintenance, repair and replacement the Association deems necessary in its sole discretion upon the Owner's failure to do so within thirty (30) days after receiving written notice from the Association requesting such repair, replacement and/or maintenance be performed. The cost of such repair, replacement and/or maintenance performed by the Association or any Owner or group of Owners shall be added to and become a part of the annual assessment to which the Lot is subject as hereinafter provided in ARTICLE IV.

The City of Scottsdale is not responsible for and will not accept responsibility for the maintenance of any of the common areas or improvements thereon in the Scottsdale Adobe Ranch Townhomes subdivision described in Article I, Section 4, of the Covenants, Conditions and Restrictions.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

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Section 2. The Association shall have two (2) classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Class B members shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- A. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or
- B. On May 1, 1989.

87 021853

ARTICLE IVCOVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. To evidence any such lien, the Association may prepare and cause to be recorded in the office of the County Recorder of Maricopa County, Arizona, a written notice of lien setting forth the amount of the assessment, the due date thereof, the amount remaining unpaid, the name of the Owner and a description of his Lot. No such notice of lien shall be so recorded until a delinquency occurs in payment of the assessment. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner <sup>Unofficial Document</sup> of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area and those portions of the Lots specified in ARTICLE XII hereof and, in addition, the annual assessments will be used for the creation of a reserve fund for the maintenance, repair and replacement of those elements of the Common Area and the above-referenced portions of Lots that require maintenance, repair and/or replacement on a periodic basis. The Association's responsibility to maintain the common areas shall include, without limitation, the maintenance of the recreation area, private drives, recreational vehicle storage area, and the retention area. The City of Scottsdale is not responsible for and will not accept responsibility for the maintenance of any of the common areas in the Scottsdale Adobe Ranch Townhomes subdivision including, without limitation, those common areas described above.

87 021853

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Four Hundred Twenty Dollars (\$420.00) per lot.

A. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased effective January 1 of each year without a vote of the membership in conformance with the rise, if any, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

B. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above that established by the Consumer Price Index formula by a vote of the members for the next succeeding one (1) year and at the end of each such period of one (1) year, for each succeeding period of one (1) year, provided that any such change shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken at and incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such

87 021853

meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish Unofficial Document certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or first deed of trust. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure, trustee's sale or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to



87 021853

such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### RIGHTS OF MORTGAGEES

Section 1. In the event the Association becomes in default in the payment of taxes, assessments or other charges pertaining to the Common Area, one or more holders of first mortgages and/or first deeds of trust on Lots within the subdivision shall have the right, but not the obligation, acting jointly or singly, to cause said obligations to be paid. Upon such payment, the Association shall become indebted to such mortgagee or mortgagees in the amount so paid, and such indebtedness shall be immediately due and payable.

Section 2. Should the Association fail to timely pay the premiums on liability and hazard insurance on property owned by the Association which insurance will be maintained in such amounts as are required by the Federal Home Loan Mortgage Corporation, one or more holders of first mortgages and/or first deeds <sup>Unofficial Document</sup> of trust on Lots within the subdivision shall have the right, but not the obligation, acting jointly or singly, to cause said premiums to be paid. Upon such payment, the Association shall become indebted to such mortgagee or mortgagees in the amount so paid and such indebtedness shall be immediately due and payable. In addition, the Association shall procure and maintain fidelity insurance coverage insuring the Association against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds collected and held for the benefit of the Owner; such coverage shall be in such amount as is required by the Federal Home Loan Mortgage Association.

Section 3. The holder of a first mortgage or first deed of trust on any Lot within the subdivision shall have the right, upon submitting a written request to the Association, to receive written notification from the Association of any default by the owner of the subject Lot under the provisions of the Scottsdale Adobe Ranch Townhomes Covenants, Conditions and Restrictions which has continued for a period of not less than sixty (60) days.

87 021853

ARTICLE VIPROFESSIONAL MANAGEMENT

The Association shall have the right to retain the services of a professional manager or management company for the Scottsdale Adobe Ranch Townhomes Subdivision. In the event the Association does enter into an agreement with a third party for the professional management of the subdivision, or with the Declarant for any services to be rendered by the Declarant, such agreement shall be for a term of not more than three (3) years and shall be terminable by either party without cause and without payment of a termination fee or penalty upon ninety (90) days written notice from the terminating party to the other.

ARTICLE VIICONSENT REQUIRED

The following action by the Association may be taken only upon the prior written consent of not less than two-thirds (2/3) of the first mortgagees of the Lots and two-thirds (2/3) of the Lot Owners, exclusive of the Declarant:

Unofficial Document

- A. Abandonment, partition, subdivision, encumbrance, sale or transfer of all or a portion of the Common Area;
- B. Alteration of the method of levying assessments against the Owner as permitted hereunder;
- C. Maintenance of fire and extended coverage insurance on the Common Area on a current replacement cost basis in an amount less than 100% of the insurable value;
- D. Utilization of fire and extended coverage insurance proceeds received for loss incurred with respect to the Common Area for purposes other than repair, replacement or reconstruction of the Common Area.
- E. Amendment or deletion of ARTICLE II, Section 3, ARTICLE VIII or ARTICLE IX of these Covenants, Conditions and Restrictions.

87 021853

ARTICLE VIIITRAILERS, BOATS AND MOTOR VEHICLES

No trailer of any kind, truck, commercial vehicle, truck camper, motorhome, boat, boat trailer, automobile or other vehicle shall be parked overnight in the street. In addition, no trailer of any kind, tent or similar structure, and no truck, commercial vehicle, truck camper, motorhome, boat or boat trailer shall be kept, placed, maintained, constructed, reconstructed or repaired, nor shall any type of motor vehicle be stored, constructed, reconstructed or repaired upon any Lot or street within the Scottsdale Adobe Ranch Townhomes Subdivision in such a manner as to be visible from neighboring property; provided, however, the provisions of this paragraph shall not apply to emergency vehicle repairs or temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any work or improvement approved by the Association. The Association shall have the right, but not the obligation, to tow away or cause to be towed away any vehicle in the Scottsdale Adobe Ranch Townhomes Subdivision which is in violation of the provisions of this ARTICLE VIII. All towing and storage charges incurred by the Association shall become a part of the annual assessment to which the Lot is subject as heretofore provided in Unofficial Document ARTICLE IV.

ARTICLE IXARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon any Lot, nor shall any exterior addition to or change or alteration thereto be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In addition, a landscaping plan for that portion of each Lot which is visible from the street shall be submitted to the Board of Directors or the architectural committee, if one has been appointed, prior to occupancy of a dwelling. No landscaping plan which provides for greater than five hundred forty (540) square feet of turf for a Lot will be approved. Landscaping must be substantially completed in accordance with the approved plan

87 021853

within three (3) months of the initial occupancy of the dwelling. In the event said Board, or its designated committee, fails to approve or disapprove such design and location or landscaping plan within thirty (30) days after said plans and specifications or landscaping plan have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

#### ARTICLE X

##### PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall that is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability for negligence or willful acts or omissions.

Section 4. Damage or Destruction by Owner. Notwithstanding any other provision of this Article, in the event a party wall is damaged or destroyed as a result of the negligent or willful act or omission by an adjoining Owner, his agents, tenants, licensees, guests or family, then, in such event, such Owner, if found legally liable under applicable Arizona law, shall bear the whole cost of rebuilding and/or repairing the party wall.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

87 021853

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose an additional arbitrator, and the decision shall be by a majority of all the arbitrators.

## ARTICLE XI

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this declaration <sup>Unofficial Document</sup> shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners.

Section 4. FHA/VA Approval. As long as there is a Class B membership and provided the FHA and/or VA have approved the subdivision for FHA and/or VA loan, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Dedication of Common Area and amendment of these Covenants, Conditions and Restrictions.

## ARTICLE XII

### EASEMENTS

There is hereby created a blanket easement upon,

87 021853

across, over and under the Common Area for ingress, egress, installation, replacing, repairing and maintaining all utilities, including, but not limited to, water, sewers, storm drains, gas, telephones, electricity and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on the common area and to affix and maintain electrical and/or telephone wires, circuits and conduits, on, above, across and under the roofs and exterior walls of the common area. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines or other utilities may be installed or relocated on the premises, except as initially constructed. This easement shall in no way affect any other recorded easements on the premises.

A blanket exclusive easement is hereby created in favor of the Association upon, across, over and under the south portions of Lots 14 through 24, the east portions of Lots 25 through 29 and the north portions of Lots 43 through 52 of Parcel 15 of the Properties (which are those portions of the aforesaid Lots which lie outside of the concrete block wall traversing each such Lot constructed by Declarant as part of the initial construction in accordance with building permits issued by <sup>Unofficial Document</sup> the City of Scottsdale) for purposes of granting the Association the sole right to install, replace, repair and maintain all landscaping contained therein and thereon including sprinkler system and related apparatus utilized in connection with such landscaping.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto executed this Declaration this 12<sup>TH</sup> day of January, 1987.

GILLANDERS AND STARK  
DEVELOPMENT COMPANY, INC.

By   
James I. Sorensen-President

87 021853

STATE OF ARIZONA )  
 ) ss.  
County of Maricopa )

On this 12<sup>th</sup> day of January, 1987,  
before me, the undersigned Notary Public, personally  
appeared JAMES I. SORENSEN, who acknowledged himself to be  
the President of GILLANDERS AND STARK DEVELOPMENT COMPANY,  
INC., an Arizona corporation, and that he, as such officer,  
being authorized so to do, executed the foregoing instrument  
for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand  
and official seal.

*James J. Avon*  
Notary Public

My Commission Expires:

January 19, 1990

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OF MARICOPA COUNTY, ARIZONA  
JAN 13 '87 -4 00  
KEITH POLLOCK County Recorder  
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